

COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUNNYVALE
AND THE
PUBLIC SAFETY OFFICERS ASSOCIATION
1997 - 2006

This Memorandum of Understanding (MOU) is entered into between representatives of the City of Sunnyvale (hereinafter "City") and representatives of the Public Safety Officers Association (hereinafter "PSOA").

Parties to this MOU acknowledge and agree that this MOU constitutes the result of Meeting and Conferring in good faith as required by Section 3500, et seq., of the Government Code of the State of California and further acknowledge and agree that all matters upon which parties reached agreement are set forth herein.

The Public Safety Officers Association is hereby recognized as the exclusively-recognized employee organization for those employees occupying the classifications of Public Safety Officer-in-Training, Public Safety Officer, and Public Safety Lieutenant.

1. Term

The term of this Agreement shall be from July 1, 1997 through and including June 30, 2006, and will thereafter continue in effect until the parties reach agreement on a successor Agreement or the City Council takes action to modify the benefits provided hereunder, except as provided in 10.4.

2. Full Understanding, Modification, Waiver

2.1 This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

2.2 It is agreed and understood that, except as set forth herein, each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein.

City agrees to notify the PSOA in writing of any proposal to change wages, hours, or terms and conditions of employment not specifically covered by this Agreement and to meet and confer in good faith with PSOA prior to adopting such proposal. Existing benefits which could be considered part of a “total and quantifiable compensation package” (i.e. monetary benefit to one or more employees, such as leaves) may not be changed without mutual agreement. In all other matters, the parties agree that in the event the parties are unable to reach agreement, the Impasse Procedures set forth in Section 2.24.260 of Chapter 2.24 of the Sunnyvale Municipal Code (Employer-Employee Relations Code) and of City’s Administrative Policy Manual shall not be utilized. Once impasse is reached, the City may exercise its rights pursuant to the Meyers-Milius-Brown Act.

City shall amend its Employer-Employee Relations Code and Administrative Policy Manual to reflect the terms and conditions of this paragraph.

2.3 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provision contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the City and ratified by the membership of the Association.

2.4 The waiver of any breach, of any term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

3. Severability of Provisions

In the event that a provision of this agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

4. MOU Disputes

All disputes which relate to matters contained in the Memorandum of Understanding or to ordinances, rules or regulations subject to meet and confer, shall be processed through the Public Safety Officers Association.

5. Civil Service Rules and Regulations

This agreement adopts by reference the provisions of the Civil Service Rules and Regulations and the existing Salary Resolution insofar as these provisions apply to wages and fringe benefits and such provisions remain in effect except as modified herein.

6. Negotiations

Successor Agreement. Either party may request, in writing, of the other that negotiations commence for a successor MOU as much as six (6) months prior to the expiration of this agreement.

7. Non-Discrimination

The parties agree that they and each of them shall not discriminate against any employee or Organization member on account of race, religious creed, color, national origin, ancestry, gender, sexual orientation, age, physical or mental disability, medical condition, or marital status.

7.1 Any employee seeking to utilize the grievance procedure, claiming a violation of this sub-paragraph, shall make an election of remedies between the grievance procedure and any other remedy available at law, through local, State or Federal law, including but not limited to Title VII of the Civil Rights Act of 1964. No employee shall be allowed to pursue the grievance procedure claiming a violation of this subparagraph if that employee cites the same underlying facts in pursuing any other remedy available at law, through local, State or Federal law, including but not limited to Title VII of the Civil Rights Act of 1964 and if no adverse finding has been rendered in pursuit of such other remedy. When an employee seeks to use the grievance procedure claiming a violation of this subparagraph, the City, the Organization, and the employee shall enter into a complete settlement agreement which provides that in exchange for the agreement to voluntarily settle the dispute through the grievance procedure, the employee agrees to waive his/her right to pursue any other remedy otherwise available through local, State or Federal law, including but not limited to Title VII of the Civil Rights Act of 1964. Such settlement agreement shall contain a provision that the employee has been advised of his/her right to consult an attorney and/or a local, State or Federal anti-discrimination agency regarding his/her discrimination claim and that his/her consent to the settlement agreement is voluntary and knowing.

7.2 The parties agree that they and each of them shall not discriminate against any employee because of membership or non-membership in the Public Safety Officers Association (PSOA), or because of any authorized activity on behalf of the PSOA, or because of the exercise of rights under this agreement.

8. Equal Employment Opportunity

The Sunnyvale Public Safety Officers Association supports in full the City's Equal Employment Opportunity Program.

9. Americans with Disabilities Act (ADA)

The City is required to comply with the Americans with Disabilities Act (ADA). The ADA is a federal statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying the same employment opportunities that are available to persons without disabilities.

When an individual's disability creates a barrier, ADA requires the City to make reasonable accommodations to remove the barriers. The parties recognize that the City may be required to make accommodations that are contrary to the language or intent of existing provisions of this Agreement.

The parties agree that such accommodations shall not constitute a "past practice" or waiver by either party to its right to fully enforce such provisions in the future with regard to persons not subject to the protection of the ADA. Recognizing that circumstances surrounding ADA compliance in individual cases necessarily involves matters which are personal and require the utmost confidentiality, specifics of an individual case shall not be divulged by the City without the written consent of the affected employee. Although an accommodation made by the City pursuant to the ADA shall not be grievable or arbitrable, the impact of such accommodation shall be grievable and arbitrable.

10. Wages

10.1 Formula

10.1.1 The parties shall survey and agree upon the total compensation for the police officer and sergeant classifications, respectively, in the agencies listed in Section 10.2 below.

10.1.2 Total compensation shall include the individual compensation items listed in Section 10.3.

10.1.3 The compensation figures derived from the survey will be applied as described in Section 10.5.

10.1.4 After collecting the required survey data from the appropriate agencies and calculating the appropriate total compensation numbers for each survey agency, the four agencies with the lowest totals shall be deleted from the list.

10.1.5 Effective February 1999, total compensation for the remaining eight agencies shall be averaged. The Sunnyvale Public Safety Officers and Lieutenants shall then receive compensation eleven percent (11%) above that average.

10.2 Survey Agencies – Effective February 1999

The parties agree the agencies to be surveyed shall be:

Alameda PD
Concord PD
Fremont PD
Hayward PD
Milpitas PD
Mountain View PD
Palo Alto PD
Richmond PD
San Jose PD
San Leandro PD
San Mateo PD
Santa Clara PD

10.3 Survey Items

The parties agree that total compensation shall include only the following:

- 10.3.1 Top-step monthly base salary;
- 10.3.2 The salary that is in effect during the survey window period;
- 10.3.3 The survey agency's payment of the employee's share of retirement;
- 10.3.4 The survey agency's payment for medical insurance, (medical);
- 10.3.5 The survey agency's payment for dental insurance, (dental);
- 10.3.6 The survey agency's payment for life insurance and accidental death and dismemberment insurance, (life);
- 10.3.7 The survey agency's payment for long-term disability insurance, (LTD);
- 10.3.8 The survey agency's payment for the Employee Assistance Program;

10.3.9 The survey agency's payment of education incentive or POST incentive pay, (education incentive); and

10.3.10 The survey agency's payment of a uniform allowance or the amount reported to PERS if uniforms are provided.

10.4 Date of Implementation

Increases produced by the use of the formula will become effective retroactive to the first full pay period in July of each year during the term of this Agreement. Survey data shall be collected and available for review by the parties by the beginning of the pay period prior to pay period of implementation.

In the event a successor agreement is not reached by June 30, 2006, the following July, 2006, increase generated by the formula, if any, will be implemented. Retroactivity of additional formula increases after July 2006 shall be subject to negotiations.

10.5 Methodology of Implementation

The parties agree that the proper methodology for determining the results of the formula set forth above shall be as follows:

10.5.1 Survey

Each agency listed in Section 10.2 above shall be surveyed jointly by the parties during the first 15 days of October to determine each item of compensation listed in Section 10.3 above that becomes effective during the survey window period for the positions of police officer and sergeant.

Such survey shall also compile the date of the next salary increase, if any, and the scheduled percentage increase, if known.

10.5.1(a) Monthly Rates

All compensation figures shall be recalculated into monthly rates, if necessary, by using one of the following:

(hourly rate x 2080) / 12 = monthly rate,
(weekly rate x 52) / 12 = monthly rate, and
(bi-weekly rate x 26) / 12 = monthly rate

10.5.1(b) Delayed Increases

If a compensation increase is known and scheduled for later in the fiscal year, the scheduled increases shall be annualized and the annualized amount applied as if effective in July.

10.5.2 Definition of Selected Benefits

10.5.2(a) Medical, Employee Assistance, Dental

The maximum monthly dollar amount paid by an Agency for each of these benefits shall be used for each respective benefit.

10.5.2(b) Employee Assistance Program

A program available to employees of the surveyed agency as a benefit to provide confidential counseling services designed to assist employees and/or their families in solving problems which are affecting their personal lives and/or employment situations. The program may have a limited number of counseling sessions per year and be provided independent from the employee's medical plan.

Services provided through this program may include, but are not limited to, the following: family problems counseling; drugs and alcohol; emotional, stress and child-care problems; conflict resolution; marital problems; and legal and financial consultation.

10.5.2(c) Life, LTD

The maximum monthly dollar amount paid by the agency, or, if there is no fixed dollar amount, the dollar value determined by the agency shall be used as the value for each of these items. In cases where the agency cannot determine the value of a benefit, then there shall be no dollar value used. (Note: LTD includes agency payments to a POA plan.)

10.5.2(d) POST/Education Incentive

This benefit shall be the maximum monthly dollar amount paid for a Bachelor's degree. If an agency does not pay for a Bachelor's degree, then the maximum monthly amount paid for an Advanced POST Certificate shall be included. If the POST incentive pay is combined with longevity pay and cannot be separated, the amount paid by the agency will be included.

10.5.3 Definition of Terms

The parties agree that the following terms, when used within this Article, shall have the following meaning:

10.5.3(a) Annualize

To take a number and determine its value for a 12-month period. Example: Assume 6% increase on March 1. There are four months remaining in the fiscal year. Therefore, $4/12 * 6\%$ gives the percent needed to receive an equal percent for the entire 12 months of a year. In this example the answer is 2%.

10.5.3(b) Survey Month

October as provided in Section 10.5.1 above.

10.5.3(c) Window Period

That period of time during which the parties to this Agreement are gathering information to be used in the calculation of this formula (i.e., the first 15 days of October).

10.6 Calculation

The following calculation shall be performed for both the Public Safety Officer and Public Safety Lieutenant.

- 10.6.1 Salary and all benefits listed in Section 10.3 shall be determined in monthly dollar amounts.
- 10.6.2 Salary and all benefits listed in Section 10.3 shall be added to determine total compensation.
- 10.6.3 The agencies with the four lowest total compensation totals shall be deleted from the list.
- 10.6.4 The average of the total compensation of the remaining eight (8) agencies shall be calculated.
- 10.6.5 Eleven percent (11%) shall be added to the total compensation average calculated in 10.6.4.

- 10.6.6 The dollar difference between the City of Sunnyvale's current total compensation and the average total compensation plus eleven percent (11%) as determined in 10.6.5 above shall be calculated.
- 10.6.7 The dollar difference calculated in 10.6.6 above shall be expressed as a percentage, rounded to the nearest hundredth of a percent, of the City of Sunnyvale's current total compensation.
- 10.6.8 If the percentage calculated in 10.6.7 above is positive, then the following determination shall be made:
 - 10.6.8a Determine the required adjustment to current total compensation, by identifying the amount required to increase top-step monthly base salary, so as to equal eleven percent (11%) above market once all of the intermediary computations are calculated. Ultimately, Sunnyvale's new total compensation shall equal the average market total compensation plus eleven percent (11%).

11. Retirement

- 11.0 Effective July 8, 2001, the City shall amend its contract with the Public employees' Retirement System (PERS) to provide PSOA bargaining unit members the "3% at 50" retirement benefit.
- 11.1 City agrees to continue the current "payment" plan whereby the City makes a contribution to PERS on behalf of the employee.
- 11.2 The City shall contribute nine percent (9%) of salary for the employee's "normal" contribution, and two and one-quarter percent (2 1/4%) to fund the cost of the "single highest year" retirement benefit. As soon as administratively possible, the City will proceed with a PERS contract amendment to shift the cost of the single highest year option to the employer and to reduce the employee contribution to 9%.
- 11.3 For the purposes of calculating the formula that appears in Article 10, Wages, the City's PERS contribution will be reflected as nine percent (9%); however, the actual City payment shall be set forth in 11.2 above.
- 11.4 The City shall adopt the necessary resolutions and obtain written confirmation of compliance from PERS to report the value of employer paid member contributions (EPMC) of nine percent (9%) as additional compensation for each Safety member in the City retroactive to February 1999.
- 11.5 For purposes of calculating the formula that appears in Article 10 Wages, the cost of the Employer Paid Member Contribution (EPMC) as determined by

the City's actuary shall be added to the PERS retirement amount and included as part of the calculations.

11.5.1 Effective February 1999 and July 1999, 3.14% shall be added to the PERS cost.

11.5.2 Effective February 2000 and July 2000, 2.68% shall be added to the PERS cost in calculating the formula which appears in Article 10.

11.5.3 Effective February 2001 and October 2001, 2.22% shall be added to the PERS cost in calculating the formula which appears in Article 10.

11.5.4 Effective October 2002, 1.77% shall be added to the PERS cost in calculating the formula which appears in Article 10.

11.5.5 As an exception to 11.5.3 and 11.5.4, if at any time the City's PERS employer rate reaches nine percent (9%) or greater, the employee's share of the EPMC costs freezes for subsequent years and the cost added to the calculations for PERS will remain the same as the previous year.

11.6 The City's payment of employees' PERS contribution is based upon authority from PERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board, or the IRS or the United States Department of Treasury may alter the current revenue ruling, either by other rulings or regulations.

11.7 In the event that the City's payment of employees' PERS contribution is no longer authorized by law, the City has the right to discontinue it, in which case the obligation to pay would fall upon the employee.

The City and PSOA further agree to meet and confer regarding impact on the compensation formula. At that point, there would be an adjustment to the salary formula.

11.8 The City shall contract with PERS to provide the Third Level of 1959 Survivor Benefits, provided that the actuarial valuation produced by PERS indicates no additional cost to the City for this benefit. If there is no additional cost to the City, this benefit will be adopted as soon as administratively possible after ratification of this MOU.

11.9 The City shall amend its contract with PERS to provide the Military Buy-Back Option. This benefit will be adopted as soon as administratively possible after ratification of this MOU.

12. Federal Mandates/Social Security

- 12.1 If the Federal Government passes legislation or a court of competent jurisdiction makes a ruling that makes Social Security applicable to the employees within the Unit, then the parties agree to meet promptly at the request of either party to negotiate the impact of such law or ruling.
- 12.2 It is the intent of the parties to minimize the fiscal impact of such law or ruling upon each of the parties. If possible, there shall be no increased cost to either party while maintaining benefits as close to existing levels as possible.
- 12.3 If the parties have not reached agreement within 30 days the request to negotiate, the matter shall be submitted to the City's impasse procedure.

13. Insurances

- 13.1.1 The City's contribution toward medical insurance, employee assistance program and optional life insurance shall four hundred sixty five dollars and ten cents (\$465.10) per month (\$214.66/pay period).
- 13.1.2 Effective the first full pay period ending in July 1999, the City's contribution toward medical insurance, vision insurance, employee assistance program, and optional life insurance shall be four hundred ninety five dollars (\$495.00) per month (\$228.46 per pay period).
- 13.1.3 Effective January 1, 2003, the City's contribution toward medical insurance, vision insurance, employee assistance program, and optional life insurance shall be five hundred fifteen dollars (\$515.00) per month (\$237.69 per pay period).

13.2 Dental Insurance

- 13.2.1 Dental insurance will continue to be provided by the Association.
- 13.2.2 The Association shall contract with a dental provider and make dental insurance available to all employees.
- 13.2.3 The Association shall submit a detailed invoice including the names of employees and type of coverage to the City and the City shall pay the dental insurance premium for each employee by remitting such premiums to the Association.
- 13.2.4 The dental insurance formula amount shall be as set forth in 13.2.5 below.
- 13.2.5 The City shall contribute to a maximum of one hundred twenty five

dollars and fifty-five cents (\$125.55) per month (\$57.95/pay period) for this benefit.

Effective January 2001, the City shall contribute to a maximum of one hundred thirty dollars and fifty-five cents (\$130.55) per month (\$60.25/pay period) for this benefit.

13.2.6 Employees shall not be eligible for dental insurance under this Agreement until they have thirteen (13) pay periods continuous service with the City.

13.2.7 Dual Dental Coverage. If a husband and wife are represented by different bargaining groups, dual coverage under the dental plans offered for each bargaining group will be allowed. Dependents may be covered under one or both dental plans. Coordination of benefits by the dental providers will be made pursuant to current industry standards.

13.2.8 During the term of this Agreement, the parties shall meet to explore changing dental plans and/or their administration.

13.3 Vision Insurance

13.3.1 Effective the first full pay period ending in July 1999, the City shall provide Vision Insurance for each employee. The Vision Plan includes a deductible that the employee must pay at the time of service.

13.3.2 Employees are eligible upon hire, with the effective date the first of the month following the employee's start date and upon completion of the enrollment form. Enrollment is mandatory.

13.4 Life Insurance

13.4.1 The City shall provide basic Life and Accidental Death and Dismemberment Insurance for each employee in an amount equal to that employee's base annual salary rounded to the nearest thousand.

13.4.2 Such insurance shall be at no cost to the employee, except that insurance amounts above \$50,000.00 provided by the City shall be subject to tax law provisions.

13.4.3 At the time of hire, an employee may purchase optional insurance in an amount equal to the coverage provided by the City and at the same rate the City pays.

13.4.4 Current employees may purchase optional insurance as provided above, subject to approval by the carrier.

13.5 Long Term Disability Insurance (LTD)

- 13.5.1 Long term disability insurance will continue to be provided by the Association.
- 13.5.2 The Association shall contract with an LTD provider and make LTD available to all employees.
- 13.5.3 The Association shall submit a detailed invoice to the City and the City shall pay the LTD premium for each employee by remitting such premiums to the Association.
- 13.5.4 The LTD formula amount shall be the maximum amount paid by the City as set forth in 13.5.5.
- 13.5.5 The City shall contribute seventeen dollars and fifty cents (\$17.50) per month (\$8.07 per pay period) for this benefit.

Effective January 2000, the City shall contribute nineteen dollars (\$19.00) per month (\$8.76/pay period) for this benefit.
- 13.5.6 The City shall report the annual premium in each employee's W2. The employee shall be responsible for the taxes on the City payment of the premium cost.
- 13.5.7 Enrollment in LTD is mandatory upon hire and benefits shall be the same for all employees pursuant to plan provisions.

13.6 Reopener

The MOU shall "reopen" in July, 2003, with negotiations to start prior thereto, concerning medical, dental, and long-term disability benefits for bargaining unit members.

14. Cash In-Lieu of Medical Coverage

Effective with the plan year beginning January 2000, the City will provide employees with the option of reducing their medical coverage and receiving payment of a portion of what otherwise would be the City contribution.

To be eligible for this plan, an employee must either:

1. Change from full family coverage to employee plus one or employee only coverage;
2. Change from employee plus one coverage to employee only coverage;
3. Change from any level coverage to no coverage; or
4. Be a new employee choosing no coverage.

Payment shall be made on the following schedule:

<u>Current</u>	<u>New</u>	<u>Monthly</u>
E + 2(+)		0 \$125.00
E + 2(+)		E \$ 75.00
E + 2(+)		E1 \$ 20.00
E + 1	0	\$100.00
E + 1	E	\$ 35.00
E	0	\$ 50.00
new	0	\$ 50.00

Whenever an employee changes to no coverage, the employee shall provide proof of alternate coverage and sign a waiver that he/she does have alternative coverage and that he/she understands that he/she will no longer receive coverage through a City sponsored PERS provided medical plan.

If an employee decides to increase his/her level of coverage either by reentering a City sponsored PERS provided medical plan or including a dependent in his/her current coverage, he/she must submit a health statement for the provider's approval or enroll during the annual open enrollment period.

Responsible procedures for exercising this option and for reentering City sponsored PERS provided medical plans shall be established by the City.

15. Holidays

15.1 Designated holidays for employees are as follows:

Independence Day
Labor Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day

15.2 Floating Holiday Leave

- 15.2.1 Employees who are not on a shift or fire tour of duty schedule shall be credited with 20 hours of floating holiday leave on January 1 of each year at the beginning of each payroll calendar year.
- 15.2.2 Newly-hired employees shall be credited with a pro-rata share of floating holiday hours, based upon the portion of the payroll calendar year remaining after their date of hire.
- 15.2.3 Use of floating holiday leave shall be subject to approval by the employee's supervisor.
- 15.2.4 Any floating holiday leave not taken within the payroll calendar year shall be paid to the employee effective with one of the final pay periods for the year.

SEPARATION

- 15.2.5 Employees separating from City employment shall have their allotment of floating holiday leave for that year prorated based upon their date of separation.
- 15.2.6 Any employee who has used less than his/her prorated allotment for the portion of the payroll calendar year worked, shall have the balance paid on his/her final paycheck.
- 15.2.7 Any employee who has used more than his/her prorated allotment for the portion of the payroll calendar year worked shall have the overage deducted from his/her final paycheck.

CHANGE IN ASSIGNMENT

- 15.2.8 Employees whose status changes from an assignment that receives in-lieu-of-holiday pay to an assignment that receives the holidays off shall be treated as a new employee for purposes of determining the amount of floating holiday leave during the remaining portion of the payroll calendar year.
- 15.2.9 Employees whose status changed from an assignment that receives holidays off to an assignment that receives in-lieu-of-holiday pay shall receive a total holiday benefit, including in-lieu-of-holiday pay and actual holiday time off, equal to the equivalent of the negotiated holiday benefit. Such employee shall resolve this situation with the City.

15.3 In-Lieu of Holiday

15.3.1 Shift or Fire Tour of Duty Schedule

Instead of taking holidays off, employees who are on a shift schedule or fire tour of duty schedule shall receive an additional 4.15 hours pay for each pay period. Such additional pay shall be paid in lieu of the 108 hours of holiday time off.

15.3.2 Non-Shift Schedule

Employees not receiving "in-lieu of holiday pay" shall take off the City-designated holidays unless management has requested or given specific approval for an employee to work the holiday. Employees who are required or approved to work on a City-designated holiday shall be compensated at the rate of time-and-one half for any hours actually worked on that holiday.

Employees who work on a City-designated holiday on an elective basis shall receive additional straight-time pay for up to 8 hours worked. Additional hours worked shall be compensated at the time-and-one half rate.

15.4 Length of Holiday

15.4.1 Holidays shall be eight hours.

- 15.4.2 Non-shift employees who are on a work day longer than eight hours shall use either CTO, vacation or floating holiday time to cover any hours over the normal eight hours.

16. Vacation

16.1 Vacation Accrual

Effective July 1, 1997, vacation shall be accrued as follows:

3.4 hours per pay period for employees with 130 or fewer pay periods of continuous service.

5.0 hours per pay period for employees with 131-260 pay periods of continuous service.

6.5 hours per pay period for employees with 261-520 pay periods of continuous service.

7.0 hours per pay period for employees with 521-650 pay periods of continuous service.

8.0 hours per pay period for employees with 651 or more pay periods of service.

16.2 Vacation Accumulation

Employees may accumulate vacation leave up to 400 hours, except that there is no cap on the limit of vacation leave balance when an employee is on leave for a work related disability.

16.3 Vacation Use

16.3.1 Vacation schedules for Lieutenants and Public Safety Officers will be established separately, and Lieutenants and Officers will select available times from their respective schedules.

16.3.2 Subject to staffing requirements and departmental seniority policies, the represented employee may use vacation for as many consecutive hours as he/she can accrue in one year.

16.3.3 In the event the City requires any represented employee to work at a time which results in that employee's vacation accrual to exceed the maximum permitted, then such employee shall be paid for such excess vacation hours, rather than lose them or be forced to take vacation.

16.3.4 Employees are encouraged to schedule and use a minimum of 40 hours of vacation leave per year.

16.4 Vacation Scheduling - Patrol

The following rules apply to the scheduling of vacations for patrol shift personnel:

- 16.4.1 Annual vacation choice for Patrol Lieutenants will be by Team and by seniority with the senior Lieutenant on each Team choosing first. One Lieutenant will be allowed on vacation from each Team at any one time.
- 16.4.2 Annual vacation choice for Public Safety Officers will be by shift and by seniority with the senior Public Safety officer on each shift choosing first. Vacation choices will be granted as follows:
 - a. One Officer from Squad 1 (0645 – 1645) or Squad 2 (0700 – 1700) may be granted vacation at any given time.
 - b. One Officer from Squad 3 (1145 – 2145) or Squad 4 (1630 – 0230) may be granted vacation at any given time.
 - c. One Officer from Squad 5 (2100 – 0700) or Squad 6 (2130 – 0730) may be granted vacation at any given time.
- 16.4.3 The annual vacation schedule choices shall be assigned prior to any considerations for one-day vacations. On those overlapping days designated as option days, a minimum of three weeks' notice shall be given to the Patrol Operations Captain requesting the option day as vacation. Priority will be considered first by Team members scheduled for that availability and by seniority. Approval for option day requests will be finalized two weeks prior to the day requested (refer to Section 30). Once approved, the vacation or compensatory time use cannot be canceled.
- 16.4.4 Team priority for option vacation days shall be determined as identified on the published annual schedule.

16.5 Vacation Scheduling - Fire

The following rules apply for the scheduling of vacations for fire personnel:

- 16.5.1 Two Public Safety Officers from a fire team may be allowed on vacation at the same time when total planned usage for the team so requires for all team members to use the vacation to which they are entitled and/or required to take.

16.5.2 The amount of overlap required shall be determined by preliminary requests from team members.

16.5.3 The scheduling will be according to departmental procedures.

17. Emergency Family Leave

17.1 Emergency family leave may be authorized after an employee has completed twenty-six (26) consecutive pay periods of service.

17.2 Emergency leave shall not exceed eight (8) hours during a standard work schedule, shift schedule or a fire tour of duty schedule. Such leave is subject to the following conditions:

17.2.1 Emergency family leave may be authorized for sudden illness or disability of spouse or child requiring immediate attention at home, the doctor's office or at the hospital.

17.2.2 Emergency leave shall not be authorized for:

Disability beyond the emergency;
Routine illness or disability (colds, headaches, etc.);
Family medical appointments for continuing illness or disability, if for routine care;
Emergency care of family other than spouse or child;
Attendance at hospital with spouse or child for scheduled surgery or routine hospitalization;
Scheduled delivery of spouse or child to hospital; or
Child care during spouse's scheduled medical visits.

18. Bereavement Leave

An employee who has completed 13 pay periods of service is entitled to bereavement leave in the amount not to exceed 40 hours where death has occurred:

18.1 to an employee's spouse, father, mother, son, daughter, brother, sister, grandparents or grandchildren;

18.2 to the father, mother, son, daughter, brother, sister, grandparents or grandchildren of an employee's spouse.

19. Medical Appointment Leave - Scheduling

Employees should take all due care to reduce the impact of medical appointment leave on their work schedule. Employees should make every reasonable effort to schedule medical, dental, and related appointments on their off duty time. If this is not possible, employees should attempt to schedule appointments as close to the beginning or ending of that shift as possible.

20. Disability Leave

20.1 Entitlement. Employees qualify for disability leave after completion of 26 consecutive pay periods from the date of original appointment; provided, however, that employees may be authorized up to 40 hours of interim disability leave from the date of employment for the first 26 pay periods; provided, however, that at the conclusion of the 26th pay period the interim disability leave shall terminate, including any unused amount.

20.2 Provisions. Upon completion of the 26th consecutive pay period of service, the City shall provide regular salary for disability leave, less any coverage provided by any other insurance program for the first 90 days of each and every disability.

20.3 Authorization. Disability leave may be authorized by the management staff in accordance with procedures set forth in the Administrative Policy Manual as the same now exists.

20.4 The City and PSOA will continue to explore the possibility of adopting an early intervention program for work-related injuries.

21. Maternity Leave

Every effort will be made to accommodate a pregnant employee so that she can continue working. Examples of such accommodation include, but are not limited to: job restructuring, alternative job placement or assignment, or other temporary options.

The City agrees to welcome input from PSOA to develop a clear understanding of which assignments/job tasks/restructuring would be available that may meet the needs of the City and of the employee.

22. Disability Leave Incentive Pay

The City will share disability leave savings with PSO's and PS Lts. who were employed the previous full payroll calendar year if disability leave usage is reduced over the previous payroll calendar year. The savings will be calculated and paid according to the following procedure:

- 22.1 In January of each year, individual leave records for combined work-related and non-work related disability shall be determined for each active individual PSO and PS Lt. and the average usage for the previous payroll calendar year will be calculated based on the number of full-time equivalent employees in these categories.
- 22.2 The number of full-time equivalent (FTE) PSO's and PS Lts. will be calculated by totaling all paid hours for the year except for overtime, holiday leave and in lieu of holiday leave and dividing by 2080 hours.
- 22.3 If the average use is less than the average leave use calculated for the previous year, the amount of shared savings to be distributed will be calculated by taking the difference between the averages, multiplying by the number of FTE employees in these categories and dividing by two (2).
- 22.4 The result will be the number of hours to be paid on a prorated basis to those employees who have used less than the average number of leave hours. The pro-rata share will be determined by the number of hours under the average that were used by the individual in relationship to the total numbers of hours under the average these employees used as a whole.
- 22.5 Payment will be made in the month of January and will be based on the average hourly rate excluding overtime paid to PSO's and PS Lts. for the previous year.
- 22.6 The City and PSOA agree to re-open this Article of the MOU, and Article 20, if applicable, at such time as the Sunnyvale Employees Association (SEA) and the City reach agreement on a new disability program and/or disability leave incentive program for SEA members.

Assuming mutual acceptability, both parties agree to implement the disability/disability leave incentive program developed by the SEA/City task force.

23. Translator/Bilingual Pay

- 23.1 Employees shall be entitled to receive, in addition to their regular compensation, the additional payment outlined below for Translator/Bilingual skills if they meet the following criteria:
 - a. Certification from the City that the employee possess the needed language skills; and
 - b. Certification by the director of the department that a particular assignment involves need for the required skills on a regular basis.

- 23.2 The certifications required and obtained above will not necessarily follow an employee if transferred or promoted.
- 23.3 Qualifying languages are: Chinese, Japanese, Portuguese, Sign Language, Spanish, Tagalog (Filipino), Thai, and Vietnamese.
- 23.4 Effective the pay period beginning May 30, 1999, payment shall be:
- a. Twenty-five dollars (\$25.00) per month/eleven dollars and fifty-four cents (\$11.54) per pay period for Level 3-6 proficiency or Sign Language "communicator" level skills; or
 - b. Fifty dollars (\$50.00) per month/twenty-three dollars and eight cents (\$23.08) per pay period for Level 7 or higher proficiency.

24. Special Assignment Pay

- 24.1 Effective June 27, 1999, Public Safety Officers and Lieutenants who are assigned to the following temporary special assignments shall receive an additional 3.7 hours of pay for each full pay period that they work in those assignments:

Administrative and Technical Services Staff Lieutenant
Canine Handler
Crime Prevention Lieutenant
Crime Scene Investigator (includes Coordinator)
Desk Officer (excludes secondary desk officer on light duty)
Fire Prevention
Fire Staff Maintenance Officer
Fire Training Coordinator
Field Training Officer, Patrol
Field Training Officer, Fire
Hazardous Material Team (HazMat certified and assigned to Station 2; includes relief personnel who are HazMat certified and assigned to Station 2)
Investigations
Neighborhood Resource Officer
Police Training Coordinator
Planning and Research Officer
Range Master/Armorer
Traffic Safety Unit

- 24.2 Primary Truck Trainers to whom a trainee is assigned shall receive \$150.00 as special compensation for their services in the form of a bonus upon successful conclusion of the trainee's training program.

- 24.3 Officers working in positions which require staffing on holidays shall receive In-Lieu-of-Holiday pay as compensation for working the holidays.
- 24.4 Officers working in positions which do not require staffing on holidays shall receive the holiday off and shall not receive In-Lieu-of-Holiday pay.
- 24.5 No one shall receive both In-Lieu-of-Holiday pay and the holiday off.
- 24.6 The parties agree that the City has the right to add to the special assignment list set forth in 24.1 above. If a disagreement arises over adding to the special assignment list, the parties agree to meet and confer in an effort to resolve the disagreement.

25. Canine Handler

Time spent in the off duty care and maintenance and training of a police canine is compensable at the hourly rate of \$6.00 per hour. It is agreed that canine handlers will be paid one-half hour per day in which they perform such care and feeding.

26. Working Out of Class

This article distinguishes between a long-term assignment and a short-term assignment. Long-term assignments are those of more than 30 days; short-term assignments are for 30 or less days.

26.1 Long-term Out-of-Class Assignments

Public Safety management may authorize assignments of Public Safety Officers or Public Safety Lieutenants to work out-of-class as acting Lieutenants or Captains, respectively, when there will be no Lieutenant or Captain available on regular time to cover an authorized position for at least four (4) consecutive weeks. Assignment due to a vacancy because of resignation, retirement or termination can only occur if no valid eligible list exists.

When such acting assignment is made, the persons so assigned carry the same order of authority of a regular appointee in accordance with department policies.

Employees assigned to long-term out-of-class assignments must meet the minimum qualifications of the higher level position.

26.2 Short-term Out-of-Class Assignments

Public Safety management may authorize assignments of Public Safety Officers or Public Safety Lieutenants to work out-of-class as Lieutenants or Captains, respectively, when there will be no Lieutenant or Captain available on regular time to cover an authorized position for at least two (2) consecutive weeks. A short-term out-of-class assignment cannot exceed 30 days.

Employees assigned to short-term out-of-class assignments do not need to meet the minimum qualifications of the higher level position.

26.3 Compensation for Working Out-of-Class

Any employee who is required by the City to work in a higher capacity for a minimum of two (2) full weeks shall be compensated at a rate of pay which is five percent (5%) above the employee's normal pay. If the out-of-class status is unknown in advance, pay will be retroactive to the date the responsibility was assigned.

The employee shall retain all of the same benefits as normally provided in the employee's regular classification and assignment except that if the out-of-class assignment changes from a shift to a non-shift schedule or from a non-shift to a shift schedule, the in-lieu of holiday provisions will be provided.

26.4 Overtime Provisions While Working Out-of-Class

Under either a long-term or short-term assignment, Officers or Lieutenants working out-of-class continue to be eligible for overtime at their permanently held rank according to the policies for assignment of overtime. When working overtime, employees do not carry the authority of the working out-of-class assignment, nor do they receive out-of-class pay for the overtime worked.

27. Stand-By Pay

The City will pay one-half the straight time rate for stand-by duty provided the authorization for stand-by has been given by the department supervisor in advance.

28(a) Call-Back Pay

When called back to work, an employee shall receive compensation for a minimum of two (2) hours at the overtime rate.

28(b) Court Call-Back Pay

If the following conditions are met, the employee shall receive a minimum of four (4) hours at the overtime rate.

Call back is for court duty only:

- 28.1 the call back occurs either during the officer's scheduled day off, or
- 28.2 between shift duty for employees scheduled on the graveyard shift (for purposes of this article, the graveyard shift is defined as any shift beginning between 7:00 p.m. and 12:00 midnight), or
- 28.3 between shift duty for employees assigned to Squad 4 (4:30 p.m. - 2:30 a.m.) who are called back for court before 12 noon, or
- 28.4 in any situation where there are not four hours separating scheduled court start times. In this case, the following rules apply:
 - 28.4.1 if there is a start time before noon, and one noon or after, there shall be two (2) four-hour call-backs; provided, however, that the employee was released from his/her first court assignment.
 - 28.4.2 if two or more appearances were either scheduled all before noon, or scheduled all noon or after, and the start times are less than four hours apart, there shall be only one call-back minimum paid.
- 28.5 The City and PSOA will continue to explore ways to reduce the number of court callbacks.

29. Voluntary Response Pay

- 29.1 Effective the first full pay period after Council approval, the practice of voluntary response to "Code 8's" shall cease. The Department will no longer authorize the response to "Code 8's." A "Code 8" is defined as an electronic/mechanical fire or hazard alarm (e.g., Code 8, High Hazard Code 8, Multiple Activation Code 8, Waterflow Alarm, or heat/smoke detector alarms).

29.2 However, any off-duty employee who voluntarily responds to prescribed emergencies in compliance with departmental policy shall not be considered called back to duty, but shall receive extra-time pay as follows:

- (a) Between the hours of 6:00 a.m. and 10:00 p.m., the employee shall receive extra time pay for time worked, to the nearest 1/10th of an hour or two (2) hours, whichever is greater, for each separate emergency response.
- (b) Between the hours of 10:00 p.m. and 6:00 a.m., the employee shall receive extra time pay for time worked, to the nearest 1/10th of an hour or four (4) hours, whichever is greater, for each separate emergency response.
- (c) For those on holiday or vacation leave, the extra-time pay shall be in addition to the holiday or vacation pay and shall not terminate the leave status of the employee. Public Safety management has the full authority to determine the number and type of response units for fire/police.
- (d) Notwithstanding the above, if an employee responds within two (2) hours of the beginning or end of his/her shift on a call occurring between 6:00 a.m. and 10:00 p.m., or within four (4) hours of the beginning of his/her shift on a call occurring between 10:00 p.m. and 6:00 a.m., the minimum shall not apply.

29.3 At the City's option, it may reopen negotiations over the provisions of this section in June, 2003.

30. Compensatory Time Off (CTO)

30.1 An employee assigned to the Bureau of Professional Standards, the Bureau of Special Operations, and the Bureau of Police Field Operations may elect compensation for overtime in the form of Compensatory Time Off (CTO).

30.2 Such CTO shall be paid at the rate of time-and-one-half.

30.3 At no time may an employee accrue a "present balance" of more than one hundred (100) hours of CTO.

30.4 CTO shall not be paid except as provided in 30.7 or 30.8 below or upon termination of the employee.

30.5 Rules for Use of CTO:

An employee may use his/her accrued compensatory time off provided that:

30.5.1 Such time off does not “*unduly disrupt*” the organization, and

30.5.2 The employee provides “*reasonable notice*” of the desire to take the compensatory time off.

“*Unduly disrupt*” is defined as a request that places an unreasonable burden on the Department’s ability to provide service to the community. “Provide service to the community” includes, but is not limited to: dropping below the established minimum staffing level; providing increased staffing needs resulting from a natural disaster, labor unrest, or a dignitary visit.

“*Reasonable notice*” shall mean that the officer will provide not less than 7 days notice prior to the requested compensatory time off.

30.5.3 Approval of CTO will not be given more than 30 days in advance.

30.5.4 CTO Request Procedure:

1. When the Request is submitted at least 7 days prior to the requested time off:
 - a. The officer submits the request to take CTO to his/her supervisor. The request will be approved if it complies with the above rules and it does not require an overtime replacement officer.
 - b. If overtime will be required, the supervisor will put the requested time period on the overtime sign up list. When an officer signs up to work the shift, the requesting officer’s CTO will be approved and he/she will be notified.
 - c. If no one signs up to work the time period at least 7 days prior to the requested date, it will be the requesting officer’s responsibility to obtain a qualified replacement officer before the request will be approved.
2. When the request is submitted less than 7 days prior to the requested time off:
 - a. The officer submits the request to take CTO to his/her supervisor. The request will be approved if it does not require an overtime replacement officer.
 - b. If overtime will be required, it is the individual officer’s responsibility to obtain his/her own qualified replacement officer.

3. Officers requesting compensatory time off will have a lower priority than officers off on other types of leave. As an example, when overtime is needed to replace an officer off on vacation during the same time period that an officer has requested compensatory time off, the vacation relief shift shall be filled first.
 4. The Department will not order an officer to work to replace an officer requesting to use compensatory time off. Compensatory time off relief must be voluntary. The 2 hour minimum call back pay rule does not apply for overtime CTO relief.
 5. The officer replacing the officer on compensatory time off may not earn compensatory time off; he/she must be paid in money.
- 30.6 On option days, CTO use by employees assigned to Patrol Teams A and B is subject to the following:
- 30.6.1 Employees of the Patrol Team designated as the "Option Team" who submit their requests at least three weeks in advance, may take that option day off on CTO;
 - 30.6.2 Employees of the Patrol Team designated as the "Working Team" may submit request between two and three weeks in advance, and may take that option day off on CTO subject to projected minimum staffing strength requirements and provided that such use shall not generate expenditure for overtime by the City. Where more requests are made during this period than can be granted, priority shall be by seniority.
 - 30.6.3 Employees of either team may make requests less than two weeks in advance, and may take that option day off on CTO subject to projected minimum staffing strength requirements and provided that such use shall not generate expenditure for overtime by the City. Where more requests are made during this period than can be granted, priority shall be given to the request received on the earliest day. In cases where requests are received on the same day, priority will be by seniority.

- 30.7 An employee may carry over a maximum of fifty (50) hours of CTO from one twelve month period to the next, if requested in writing before the last full pay period in October.
- 30.8 At the end of the first pay period ending in November, CTO not carried over shall be paid at the employee's base rate of pay on the check issued in that pay period.
- 30.9 If an employee is transferred out of the Bureau of Professional Standards, the Bureau of Special Operations, and the Bureau of Police Field Operations, all remaining CTO shall be paid off at the time of the transfer at the employee's base rate of pay.

Note: The Trial Patrol Schedule, agreement dated April 20, 1999, waives provisions of this section during the trial period for those employees assigned to Patrol. Please refer to the Patrol Schedule document for additional information regarding CTO for these employees.

- 30.10 Effective upon shift change, January 2004, there shall be no CTO accruals for bargaining unit members assigned to the squad on A team or B team in the Bureau of Police Field Operations.

31. Special Practices

31.1 Court Mileage - Personal Vehicle

An employee shall receive reimbursement for parking up to ten dollars (\$10.00) per day, and mileage reimbursement at the standard City rate for use of the employee's personal vehicle for Court appearances outside of Sunnyvale but within Santa Clara County. Payment will be made quarterly upon submission of approved application for mileage reimbursement and submission of parking receipts.

31.2 Detective/Fire Prevention Officers Clothing Allowance

The City shall provide a clothing allowance of \$50.00 per month to each employee assigned to detective/fire prevention duty. The allowance will be paid during the month following the month of detective/fire prevention duty covered by the allowance.

31.3 Hazardous Materials Response Team Physicals

City agrees that any employee assigned to the hazardous material response team shall be eligible for a City paid or provided annual physical each year the employee remains within City employment.

31.4 Special Training Reimbursement

The City will reimburse employees for hand-to-hand combat training subject to the provisions of the current educational reimbursement program.

32. Educational Incentive Program

32.1 Employees who meet the criteria listed in Section 32.6 below shall receive educational incentive pay in the following amounts beginning on the first day of the pay period following the day he/she meets all of such criteria:

32.2 An employee shall receive 2-1/2% in addition to his/her base hourly rate if he/she:

32.3 has a Bachelor's Degree

32.4 An employee shall receive 5% in addition to his/her base hourly rate if he/she:

32.5 has a Master's Degree or a Juris Doctor

32.6 Additional criteria:

32.7 A Public Safety Officer must be on Step 6;

32.8 A Public Safety Lieutenant must have been employed within the City's Public Safety series long enough to have reached Step 6, if all such employment were as a Public Safety Officer; and

32.9 Present to the Department of Human Resources proof that the employee has a degree earned from an accredited educational institution of higher learning.

"Accredited", as defined in Education Code Section 94302(a) and for the purpose of this definition, means that an institution has been recognized or approved as meeting the standards established by an accredited agency recognized by the United States Department of Education, or the Committee of Bar Examiners for the State of California. It shall not include those institutions that have applied for accreditation, or are identified by accrediting associations as candidates for accreditation, or have provisional accreditation.

In determining "agencies recognized by the United States Department of Education", reference will be made to sections of the booklet, Accredited Institutions of Post Secondary Education, published by the Council on Post Secondary Education of the American Council of Education, entitled, Keys to Institutional Accrediting Bodies and Keys to Specialized Accrediting Bodies.

In determining whether a college or university is accredited, reference will be made to the list of accredited institutions in this same publication.

33. Emergency Medical Technician (EMT) Certification

33.1 All personnel hired on or after June 9, 1997 may be required, at the Department's option, to acquire and maintain EMT certification, with on-duty training, testing, and the like.

33.2 All personnel hired prior to June 9, 1997 shall use his/her best efforts to acquire and maintain EMT certification. If such efforts do not result in certification, the employee may not be disciplined or removed from service. However, an employee may be disciplined for:

- a. not acquiring and maintaining certification, and
- b. not using best efforts to acquire and maintain same.

34. Safety Equipment

34.1 The City shall furnish the following safety equipment to all employees:

- firearm,
- holster,
- gun belt,
- spare magazine with case,
- ammunition,
- handcuffs with keys and case,
- flashlight with belt carrier,
- whistle with strap,
- baton with strap ring,
- pen or pencil,
- rain equipment,
- turnout helmet with face shield
- turnout coat with standard inner lining,
- turnout pants with standard inner lining,
- turnout boots,
- turnout gloves,
- ballistic vest, and
- any other safety equipment required by the City, State or Federal Regulations.

34.2 Only safety equipment issued by the City shall be used and/or worn.

34.3 Such safety equipment shall be provided and used as set forth in the departmental General Orders Manual.

34.4 Employees assigned to motorcycle duty during the duration of the assignment to motorcycle duty:

motorcycle boots,
riding breeches,
leather motorcycle jacket,
leather gloves,
plastic safety helmet,
suitable eye protective glasses for day duty, and
suitable eye protective glasses for night duty.

35. Uniforms

35.1 Uniforms required by the City shall be provided by the City.

35.2 The City will issue one (1) pair of uniform shoes of the officer's choice which meet the criteria established by the Department Uniform and Equipment Committee. The City shall pay up to \$100.00 toward the cost of such shoes. The employee shall pay the balance. The City will maintain the serviceability of the shoes by paying for repairs or replacement (per the above rate), as deemed necessary by the Department.

35.3 Navy blue turtleneck or dickey which is 100% cotton or blend, and which shall be similar in color to the uniform shirt; or a white T-shirt of standard design worn under the uniform shirt without a tie shall be alternate to the regular uniform with shirt and tie.

36. Officer Appearance

36.1 Hair shall be neat and clean;

36.2 Hair shall be worn so it does not extend beyond the lowest portion of the ear when viewed from a profile;

36.3 Hair shall be worn at the back of the head so it does not extend below the highest portion of the collar of a Class A uniform shirt;

36.4 Hair shall be worn so it does not extend more than two (2) inches perpendicularly from the head;

36.5 Moustaches shall be neatly trimmed at all times;

36.6 Moustaches shall not extend laterally more than one-half (1/2) inch beyond the corner of the mouth;

36.7 Moustaches shall not extend more than one-quarter (1/4) inch below the corner of the mouth.

36.8 The provisions of this Section may be changed by mutual agreement during the term of this Memorandum of Understanding.

37. Patrol Vehicle Comfort and Safety

The City will maintain a management-employee committee to review the specifications of patrol vehicles regarding comfort and safety. The City will continue to provide comfort and safety to current specifications.

38. Microwave Ovens

The City shall furnish to each Fire Station a microwave oven.

39. Lunch Period Extension

Beginning with approval of the 1974-77 MOU, the City has allowed each officer on patrol duty the option of a 45-minute lunch period in lieu of the second coffee break subject to the approval of the Shift Captain.

40. Deferred Compensation

The City's deferred compensation program shall be available to employees represented by PSOA according to the provisions of the plan currently in effect.

41. Association Leave Bank

41.1 Effective the first full pay period ending in July of each year, each active PSOA-represented employee will contribute to the PSOA Leave Bank by donating 1.0 hour in July of 1999, 2001, and 0.5 hour (1/2 hour) in July of 2000, 2002 of his/her accrued vacation leave. The contribution will be deducted from each employee's accrued vacation leave, and the total hours credited to the PSOA Leave Bank for use by the Association President.

41.2 However, if at the end of the fiscal year, the PSOA Leave Bank has a balance of more than 200 hours, the exchange of hours described above will not occur.

41.3 If an employee has no vacation leave available, no deduction will occur nor will a deduction occur at any time prior to the next annual leave bank cycle. In addition, employees hired during the year will have no deduction until the following annual leave bank cycle. Employees separating employment during the year will receive no credit for or return of the hours contributed to the Leave Bank.

41.4 If there are any unused hours in the PSOA Leave Bank at the end of the year,

these hours will carry over to the following year.

41.5 To access usage of leave from the Association Leave Bank, the Association President will use a specified pay component on his/her timecard.

41.6 Whenever possible, the Association President will schedule such leave time so as not to create overtime costs for the Department of Public Safety. The President will give as much advance notice as possible.

41.7 The Department of Human Resources shall provide a report to the Association and to the Department of Public Safety on a quarterly basis indicating the hours used during the year as well as the remaining balance.

41.8 The City assumes no responsibility for how the leave time is used.

42. New Employee Orientation

The Association may prepare a new employee information packet which shall be given by the City to appropriate employees during the Department of Human Resources orientation of new employees.

43. Hours of Work

43.1 Fire Duty Schedule

Fire Duty Schedule if XOXOXOOOO subject to these conditions: no employee is to work more than 48 hours of continuous fire duty except that an additional 2 hours may be worked if required to meet immediate departmental staffing needs; an employee who has worked 48 continuous work hours of fire duty may work an additional 8 hours in the subsequent 24-hour period of non-work between duty times.

43.2 Patrol Duty Schedule

43.2.1 Public Safety sworn personnel assigned to Police Patrol shall work a ten (10) hour day on a work schedule with no repeatable pattern which is consistent throughout the year. The schedule can best be described as five (5) days on duty followed by either three (3) or four (4) days off duty or four (4) days on duty followed by either three (3) or four (4) days off duty and several other variations of on-duty/off-duty to provide approximately 2,080 work hours scheduled for each shift or squad in a schedule year. The following are shift hours available for assignment:

<u>Squad</u>	<u>Hours</u>
Squad 1	0645 - 1645
Squad 2	0715 - 1715
Squad 3	1200 - 2200
Squad 4	1630 - 0230
Squad 5	2100 - 0700
Squad 6	2130 – 0730

43.2.2 Officers and Lieutenants will not be allowed to work longer than twelve (12) consecutive hours except in extenuating circumstances.

43.2.3 If there is no Patrol Operations Captain assigned during scheduled work hours, a Lieutenant scheduled during that time will be assigned as Acting Watch Commander. The choice will be made by Public Safety Administration and will not necessarily be on the basis of seniority. There will be no out-of-class pay for such an assignment. Any Lieutenant assigned to replace a Captain during the Captain's regularly scheduled hours will be compensated at out-of-class rate if all other Memorandum of Understanding criteria are met.

43.2.4 The Annual Duty Schedule designates all the overlapping days, by date, and specifies which days are training days and which days are optional as to whether they are worked or available as vacation or compensatory time off. Those who work on optional days shall perform specific activities, planned and directed by the Patrol Division Commander and Team Captains. Work hours may be shifted, if necessary, not to exceed five hours from the normal duty schedule.

- 43.2.5 The Patrol Duty schedule will have a minimum of two (2) Lieutenants on-duty around the clock, seven (7) days a week. In addition, minimum Public Safety Officer (PSO) staffing levels will be maintained during certain hours of the day. Minimum PSO staffing levels will be maintained as indicated during the hours specified and the day of the week:

HOURS	MON	TUES	WED	THUR	FRI	SAT	SUN
0230-0700	9	9	9	10	10	10	10
0700-1200	10	10	10	10	10	10	9
1200-1700	13	13	13	13	13	12	11
1700-2200	13	13	13	13	13	13	13
2200-0230	13	13	14	14	15	15	13

43.3 Alternative Patrol Schedule

The Association and City agree to meet to review concerns about, and the impact of, an alternative patrol schedule. The intent of this review is to increase the number of patrol officers through a reconfiguration of the current patrol schedule without additional head count requirements. Meetings on this issue should occur as soon as possible and the parties should strive to complete this review and make written recommendations three to four months following implementation of this contract. There shall be no changes without mutual agreement.

43.4 Standard Schedule for Reassignment of Personnel (See Attachment A)

43.5 Division Assignment Preferences

- 43.5.1 City will assign employees to patrol division or fire division using "duty preference statements" in order of seniority whenever practicable, keeping in mind balance of experience and training among teams.
- 43.5.2 After a total of fifteen (15) years of service as Public Safety Officers and/or Public Safety Lieutenants with the Department of Public Safety, an employee may select patrol division or fire division.
- 43.5.3 Such selection may occur for up to three (3) consecutive years, at which time the City may assign such employee to any division for up to one (1) year.
- 43.5.4 Thereafter, the employee selection and City assignment shall continue on the same "three year-one year" basis.

43.6 Special Assignments

The City has the option of assigning an employee to two (2) consecutive qualifying special assignments within a Division. The length of each such special assignment shall be the prerogative of the City. However, after completing two (2) consecutive qualifying special assignments, an employee must be assigned either to a regular assignment within the same Division for a period of at least one year, or to any assignment within another Division for at least one year. This provision applies to the following qualifying special assignments:

Canine Handler	Hazardous Materials Team
Crime Scene Investigator	Investigations
Field Training Officer, Fire	Neighborhood Resource Officer
Field Training Officer, Patrol	Traffic Safety Unit
Fire Prevention Officer	Truck Trainer

44. Shift Substitution

Public Safety Officers and Lieutenants shall be entitled to substitute twelve (12) tours of duty exclusive of substitutions for educational or civic activities among each other by mutual agreement. Such substitutions shall be subject to these conditions:

- 44.1 Request must be submitted by the parties to the substitution indicating the shift or tour of duty for which the substitution is to take place with a written statement signed by both parties that the City will not be held liable for any extra time involved in the fulfillment of the agreement by either party to the agreement to satisfy the conditions agreed to, not that the City will be held liable for any incidents occurring to the party off the job as a result of the shift or tour of duty.
- 44.2 The substitution must be approved in advance by the Operations Captain.
- 44.3 The person initiating the trade is to be charged.
- 44.4 The trade and its repayment will not be subject to extra time provisions.
- 44.5 Shift and tour of duty trades will be made only between qualified persons assigned to the same division as determined by the Operations Captain on duty.
- 44.6 Shift substitutions for education will be limited to eight hours per shift.

- 44.7 No shift substitutions nor paybacks will be approved for scheduled patrol or fire tower training days or special training days scheduled at the beginning of the schedule year by the Division's Training Coordinator except under extenuating circumstances and approved by the appropriate Division's Commander.
- 44.8 Shift trade paybacks will be allowed only on regular days off. No shift substitution shall be allowed which results in an employee working more than 48 hours of continuous duty.
- 44.9 Shift substitutions shall be approved only for employees whose overall rating on the most recent achievement audit was at least competent.
- 44.10 Every instance of shift substitution for personal reasons shall be counted as one shift trade regardless of whether it is a full shift or a portion of a shift.
- 44.11 Definitions of "civic activities" for purposes of Substitution of Shifts:

Active participant in an event as a member of officer of:

Department Pistol Team
Department Fire Brigade
Department of City-sponsored project
Civic or service-oriented clubs (Lions, Rotary, Kiwanis, etc.)
School District sponsored Parent Teacher Associations (PTA)
Coach of children's athletic teams
PSOA basketball and softball leagues
PSOA business functions

- 44.12 Definition of "educational activities" for purposes of substitution of shifts:

Those educational courses which would ordinarily qualify for reimbursement by the City or be otherwise directly related to Public Safety employment.

45. Selection Appeal Procedure

- 45.1 Job applicants may file an appeal of the selection process based only on one of the following:
- 45.1.1 The employee's completed application form is in dispute;
- 45.1.2 Assertions that the employee's experience, training, education, etc., as detailed on the employee's application, meets the qualifications as advertised in the job announcement;
- 45.1.3 Assertions that the City's selection procedure was not followed;
- 45.1.4 Assertions that the employee has been discriminated against on the

basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical conditions, marital status, or Association membership in any aspect of selection.

- 45.2 In such cases, the employee shall file a written statement specifying the dispute and requesting a review before the Director of Human Resources.
- 45.3 Such statement must be submitted within seven (7) calendar days after the applicant knew or should have known of the problem prompting the appeal pursuant to 45.1.1, 45.1.2, 45.1.3 or 45.1.4 above.
- 45.4 A review before the Director of Human Resources or designee shall be set for a time that is within seven (7) calendar days of receipt of the appeal.
- 45.5 A fair and impartial review shall be held with the Director of Human Resources or designee to consider the facts and circumstances of the appeal. Applicant may submit any pertinent materials. If the appeal relates to an oral interview in which the Director of Human Resources participated, the appeal will go directly to the Assistant City Manager for the final determination (see 45.8 below).
- 45.6 The Director of Human Resources or designee will provide a written response to applicant within seven (7) calendar days.
- 45.7 Should applicant still be dissatisfied with the response, he/she may request within seven (7) calendar days a further review before the Assistant City Manager or designee who is at least at the Department Director level.
- 45.8 Assistant City Manager or designee shall hold a review within seven (7) calendar days from the date of the appeal to further consider the facts and circumstances of the appeal. Assistant City Manager or designee shall make a final decision and notify applicant within fourteen (14) calendar days of the appeal.

46. Grievance/MOU Interpretation Impasse Procedure

PREAMBLE

The parties agree that this grievance procedure is designed to resolve labor management issues in a way that maximizes the chances of mutual agreement. The communications/appeals process described below should also maximize harmonious, respectful, and polite communications, whether up or down the chain of command.

DEFINITIONS

- 1. Grievance. A grievance is an alleged misapplication of a specific provision of this MOU, or a specific provision of the Employee Handbook, City

Ordinance, City Code, or Departmental Policy, rules or regulations covering wages, hours or other terms or conditions of employment, which alleged misapplication adversely affects the employees or the association. The content of Employee Performance Audits are not grievable.

2. Written Grievance. A written grievance is a grievance, as defined above, which has been reduced to writing on a form provided by the City, and which shall include the grievant's name, classification, department, immediate supervisor's name, representative's name, if any; the specific section of the MOU, Employee Handbook, City Ordinance, City Code, or Departmental Policy alleged to have been misapplied, a specific description of the alleged grievance, with the circumstances supporting the grievant's allegation, and the specific remedy requested to resolve the grievance.
3. Grievant. A grievant is an employee, a group of employees or the Association. A grievant may file a grievance, as defined above. Alleged misapplication which affect more than one employee in a substantially similar manner may, by mutual agreement, be consolidated as a group grievance and thereafter represented by a single grievant.

Work day is defined as Monday through Friday exclusive of holidays as provided by the City's holiday schedule.

GRIEVANCE PROCEDURE

1. Unwritten Grievance. The grievant shall orally discuss his/her grievance with his/her immediate management supervisor in an attempt to resolve the grievance. The management supervisor shall give an oral response to the employee within seven (7) work days of the issue being raised by the employee.
2. Written Grievance.
 - A. Level 1: If the grievant is not satisfied with the resolution proposed at the unwritten level, he/she may, within twenty (20) calendar days from the event giving rise to a grievance, or from the date the employee should reasonably have been expected to have knowledge of such event, file a formal written grievance with his/her most immediate management supervisor of the rank of Captain I or Captain II. The Captain shall, within seven (7) work days from the receipt of the grievance, meet the grievant and give a written response to the grievant on the original grievance form.
 - B. Level 2. If the grievant is not satisfied with the written response from his/her most immediate Captain, the grievant may, within seven (7) work days from the receipt of such response, file a grievance with his/her Division Commander. Within seven (7) work days of receipt of the written appeal, the Division Commander shall investigate the grievance, which shall include meeting with the grievant, and give a written response to the grievant on the

original form.

- C. Level 3. If the grievant is not satisfied with the written response from his/her Division Commander, the grievant may, with seven (7) work days from the receipt of the response appeal the grievance to the Director of Public Safety. Within seven (7) work days of receipt of the written appeal, the Director of Public Safety or designee shall investigate the grievance, which may include a meeting with the grievant, and give a written response to the grievant on the original grievance form.
- D. Level 4. If the grievant is not satisfied with the written response of the Director of Public Safety, the grievant may, within seven (7) work days from the receipt of this response, file a written appeal to the Director of Human Resources. Within seven (7) days of receipt of the written appeal, the Director of Human Resources (or designee) shall investigate the grievance, which may include a meeting with the grievant, and give a written response to the grievant on the original grievance form.
- E. Level 5. If the grievant is not satisfied with the written response of the Director of Human Resources, the grievant may, within seven (7) work days from the receipt of this response, file a written appeal to the City Manager. Within ten (10) work days of receipt of the written appeal, the City Manager or designee shall investigate the grievance, which shall include a meeting with the grievant, and give a written response to the grievant, which shall be final and binding, except as provided, below, in CONFIRMABLE ARBITRATION.

GENERAL PROVISIONS

- 1. The time limits set forth herein above are to be strictly followed. Time limits may be waived by mutual agreement.
- 2. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered denied.
- 3. If the original grievance is modified at any step, it shall be considered a new grievance and must be re-filed, treated as a new grievance and subject to all procedural considerations, unless, modified in writing by mutual consent of the parties.
- 4. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal to the next higher level.
- 5. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
- 6. Formal levels may be waived by mutual consent of the parties.

7. If the grievant is not represented by the Association, the Association shall be notified of a settlement proposed at any written level of the procedure which is acceptable to both the grievant and the City prior to the settlement being finalized. The purpose of this step is to allow the Association to state its position for the record. If the Association does not provide a written response within seven (7) work days after notification, such opportunity shall be considered waived, and the proposed settlement shall be implemented and the matter closed.
8. Although grievances will normally be filed at the first level, the parties recognized that certain grievances, due to their nature, should be more appropriately filed at a higher level. The parties therefore agree that grievances should be filed at the lowest level wherein the incumbent has the authority to resolve such grievance.
9. By mutual agreement of the parties, a grievance may revert to a previous level of the procedure.

IMMEDIATE ARBITRATION

1. If the Association reasonably believes the City has violated or is threatening to violate this MOU in a manner which will result in irreparable injury if processed through the normal grievance process, the Association may submit the grievance under the following expedited procedure. An "irreparable injury" is any injury that cannot be cured after the fact. For example, a suspension or pay reduction would not be an irreparable injury because it could be cured by a backpay award. However, the City's cancellation of an employee's honeymoon vacation could be an irreparable injury because it cannot be cured after the fact.
2. A grievance under this procedure shall be submitted directly to the Third Level (Director of Public Safety) of the grievance procedure and shall be processed in an expedited manner (i.e., all responses shall be due within three (3) days). If the grievance is denied at any level, the grievance shall be deemed immediately appealed to the next level of the grievance procedure at the time of the denial. As soon as the grievance is filed/submitted at the Third Level, the parties shall commence immediately to pick an arbitrator and attempt to arrange for an arbitration hearing before the threatened action (these actions will be parallel to pursuit of the grievance steps described herein).
3. If the grievance is denied at the Fifth Level, the grievance shall immediately be submitted to Confirmable Arbitration.
4. It is the intent of the parties to have the arbitrator rule, one way or the other, before the threatened action takes place.

CONFIRMABLE ARBITRATION

1. If a grievance has been properly processed through GRIEVANCE PROCEDURE, above, and has not been resolved, then the grievant, through the Association, may appeal the grievance to Confirmable Arbitration.
2. To request confirmable arbitration, the appeal must be filed with the Director of Human Resources or designee within ten (10) work days of receipt of an answer at Level 5, or ten (10) work days from the last day an answer was possible at Level 5 of GRIEVANCE PROCEDURE.
3. The parties may mutually agree upon the selection of the arbitrator or shall jointly request the State of California Conciliation Service to provide a list of seven (7) names of persons qualified to act as arbitrators.
4. Within ten (10) work days following receipt of the above-referenced list, the parties shall communicate to select the arbitrator. The right to strike the first name shall be determined by lot, and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.
5. Within twenty (20) calendar days following receipt of the notice of appeal to confirmable arbitration, a meeting or discussion shall be arranged by the Director of Human Resources or designee with the employee and appropriate Association representative to prepare a joint statement of the issue(s) to be presented to the arbitrator. If the parties are unable to agree upon the issue(s), each party will prepare its statement of the issue(s) to be presented to the arbitrator.
6. The arbitrator shall hold a hearing on the issue(s) jointly submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue(s), and within 30 days of the hearing render a written decision with reasons for the decision.

Post Hearing Briefs

In the interest of economy and to effect a more expeditious decision-making process, consistent with a just result, the parties contemplate oral arguments only, with no written post-hearing briefs. Where one or both parties believe that the case is factually or legally complicated enough to warrant post-hearing briefs rather than oral argument, either party may request that the arbitrator permit the submission of post-hearing briefs. Where such a request is made, the arbitrator shall consider the parties' interests in achieving a fair result while minimizing costs and reaching an expeditious decision.

If the arbitrator believes that a case is factually or legally complicated enough to warrant post-hearing briefing, he or she may order that the parties submit such briefs even in the absence of a request by either party.

7. Each of the parties shall pay for the time and expenses of its representatives and witnesses through all stages of the arbitration and shall contribute equally to the fees and expenses of the arbitrator and court reporter, if any. However, this paragraph is subject to the provisions of paragraph 10, hereafter.
8. The parties agree that the arbitrator shall not add to, subtract from, change or modify any provision of this Agreement and shall be authorized only to apply existing provisions of this Agreement to the specific facts involved and to interpret only applicable provisions of this Agreement.
9. The decision of the arbitrator shall be final and conclusive (*i.e.*, "confirmed") unless the City acts within fifteen calendar days of the date of the award to exercise an option to take the dispute to Superior Court.
10. The City shall exercise its option by sending written notice to the PSOA within the above-mentioned fifteen day time period. In addition, by doing so it shall incur the financial obligation of paying within sixty days of the written notice from the Association all of its legal fees and costs (including its share of the arbitration costs). In addition, any applicable statutes of limitations for seeking judicial relief are agreed to have been waived by the City, because the Association initially took the matter to Confirmable Arbitration, under this agreement.

11. The PSOA may then take the dispute to the courts. Once a final judgment is entered, if the Association prevails in whole or in part, the City shall be responsible for the totality of the Association's attorney's fees and costs of the prosecution of its case in the judicial forum. These monies shall be paid within sixty days of the judgment.
12. If the City exercises its option as above-described, then the judicial proceedings shall be considered a trial *de novo*, in the same fashion as judicial proceedings are considered when one side or the other rejects court-mandated arbitration.
13. If the arbitration is final and conclusive, as described above, by the City not exercising its option to force the matter to judicial proceedings, then the arbitrator's award is subject to the California Arbitration Act, by petition of either side, pursuant to C.C.P. Sections 1280, *et seq.*

APPEAL PROCEDURE WAIVER

The Association agrees that the procedures set forth herein is the only grievance procedure available to the employees it represents and that any appeal rights found elsewhere within City Codes, Ordinances, Resolutions, or Policies are waived. The sole exception to this waiver is the Impasse Procedure, which is still applicable as a dispute resolution procedure available during the meet and confer.

47. Just Cause

- 47.1 Employees covered by this Agreement shall be disciplined only for just cause. Appeals of disciplinary actions shall normally be processed through the Personnel Board in accordance with Chapter III, Article X, Section 8 of the Administrative Policy. However, at the employee's request, PSOA may appeal a suspension in excess of two pay periods, a demotion, or a termination to Confirmable Arbitration pursuant to Article 46 of this Agreement.
- 47.2 The election of remedies must take place during the period specified in Chapter III, Article X, Section 8, Subd. 1 of the Administrative Policy. However, the Director of Human Resources may agree to extend the time at the Association's request.

48. Joint Resolutions Committee (JRC)

- 48.1 The City and the Association agree to establish a committee for the resolution of problems. The parties agree that this committee is formed to resolve labor-management issues in a way that maximizes the chances of mutual agreement. The communications process should also maximize harmonious, respectful, and polite communications, whether up or down the chain of command.

- 48.2 The parties agree that regular meetings to explore mutual problems will be beneficial to the relationship between the City and the Association. To promote a problem-solving approach, the parties agree that decision making shall be by consensus.
- 48.3 Consequently, the parties agree to meet monthly to discuss any issue concerning the rights of either party or the relationship between the City and the Association or the City and employees the Association represents. The purpose of the meetings is to exchange information and to solve problems. By mutual agreement, the parties may meet more often than once a month.
- 48.4 The parties agree that such meetings shall not be negotiations and therefore the results of the meetings shall not be binding on the parties unless they develop and execute a document that memorializes their results.
- 48.5 Each of the parties will have three (3) representatives plus additional people as reasonably needed for a specific topic.
- 48.6 To promote the objectives of this process, the parties agree to focus on the problem under consideration and to attempt to develop a consensus solution for each problem discussed by the group. Further, to promote the objectives of this process, the parties agree to refrain from negatively characterizing the participation, ideas or approach of the other party to people outside the meeting.
- 48.7 To this end, the following basic concepts shall be adhered to:
- Agendas will be jointly set and minutes kept.
 - An effort will be made to include key policy decision-makers.
 - The Committee may appoint sub-committees to study major issues and report back to the JRC with recommendations for resolution.
 - A mutually agreed-upon committee effectiveness training shall be provided to assist in establishing Committee operating guidelines.
- 48.8 The JRC shall be charged with the following:
- 48.8.1 Internal Communication - Improved Relationship
- Discuss ways in which open and honest communications between the parties can occur so that misunderstandings may be reduced.

48.8.2 Identifying Potential Problem Areas and/or Issues

Identify and resolve potential problems or issues as they arise in order to maximize harmonious relationships between PSOA and Department Management.

49. Assignment to Special Limited Duty Project

- 49.1 Public Safety management may authorize assignments of Public Safety Officers or Public Safety Lieutenants to special limited duty projects.
- 49.2 Any employee who is required by the City to work in a special limited duty project for a minimum of two (2) full weeks shall be compensated at the rate of pay which is five percent (5%) above the employee's normal base pay. Compensation shall be based on actual hours worked during the assignment.
- 49.3 The details of the project must be included in the comments section of the Personnel Action Form and submitted to the Department of Human Resources.
- 49.4 Such assignment shall be limited to three (3) months.

However, if the project has not been completed, the assignment may be reviewed for continuation and extended in up to three (3) month intervals not to exceed a total of one (1) year. Any extension beyond the initial three (3) months shall be by mutual agreement between the Department and PSOA. Such extensions must be documented on a Personnel Action Form and submitted to the Department of Human Resources.

50. Temporary Position Reassignment

- 50.1 Due to the need to adequately staff the various assignments, a need for a temporary reassignment of position may be required. In such case, the intent is to keep the employee whole.
- 50.2 So that an employee whose present position carries Floating Holiday and/or Compensatory Time Accrual eligibility and who is reassigned to a position ineligible for these leaves not lose eligible Floating Holiday hours or accrued compensatory time for potential use upon return to the employee's present position, the following shall occur at the point of the temporary reassignment of position:
 - a. Compensatory Time Off (CTO) – hours accrued to date shall be banked until such time the employee returns to his/her regular position assignment. In the event of a permanent reassignment to a non-eligible position, such as one occurring during annual changeover, CTO shall be paid off to the employee. In the event the employee does not return to

his/her regular assignment prior to the annual CTO payoff/carry-over period, CTO will be paid off to the employee and/or carried over, as would normally occur at the end of this period.

- b. Floating Holiday – if the employee has not used available floating holiday, based on a pro-rata amount up to the date of reassignment, those hours will be banked until such time as the employee returns to his/her regular position assignment. In the event the employee does not return to his/her regular assignment prior to payroll calendar year-end, the floating holiday hours will be paid off to the employee, as would normally occur at the end of the year. If the employee has used more than the pro-rata floating holiday hours available, the hours over used will be adjusted against vacation leave, as is standard practice, at the time of reassignment.

50.3 If the employee's current position is eligible for special assignment pay and the employee is temporarily reassigned to a position ineligible for specialty assignment pay, then either:

- a. the employee shall instead be provided with temporary reassignment pay of 4.625% in lieu of special assignment pay; or
- b. in the event that the collateral assignment is maintained, the special assignment pay shall continue.

In no case shall an employee receive both specialty assignment pay and temporary reassignment pay.

50.4 The provisions referenced above are being provided in recognition of the fact that it may be necessary to change assignments with limited notice, and that the temporary reassignment is expected to be short-term.

50.5 Temporary reassignment shall be documented on a Personnel Action Form, with notation, if applicable, regarding Floating Holiday (hold balance or adjust over usage), Compensatory Time accrual (hold balance) and/or special assignment pay (converted to temporary reassignment pay), and submitted to the Department of Human Resources.

Such assignment shall be reviewed every three (3) months by the Department of Public Safety in order to determine if staffing is sufficient enough to return the employee to his/her regular assignment. If the reassignment is to continue, the extension must be documented on a Personnel Action Form, submitted to the Department of Human Resources.

50.6 These provisions are being adopted to address specific short-term staffing needs and are not intended to change any other MOU provisions, past practice, or policies nor to set precedent if, inadvertently, these provisions affect other MOU provisions, practice, or policy.

CITY OF SUNNYVALE

PUBLIC SAFETY OFFICERS
ASSOCIATION

Ernie Bakin

Steve Fisk

Mary Bradley

Gregory Kevin

Royal Caswell, III

Mark Stivers

Tammy Parkhurst

David Verbrugge

Byron Pipkin

Charles Schwabe

Dated:

STANDARD SCHEDULE FOR REASSIGNMENT OF PERSONNEL

1. The extra time rules when changing work assignments at the beginning of a schedule year or when changes are made during a schedule year are detailed below. Changes are made concurrent with the beginning of a pay period whenever possible. In general, overtime will only be paid when an employee works beyond the hours in the police or fire schedule to which the employee is assigned.
2. When there is at least one intervening day off between work days in the old and new schedules, no overtime shall be paid.

	S	S	
O X X X X O	X X X X X	Patrol	
O O X X X X	O X X X X	to	
X X O O O O	X X X X X	Patrol	
	F	O X X X X X	Fire to
	O	F O X X X X	Patrol
O O X X X X O	F	Patrol	
O O X X X X X	O F	to Fire	

3. An employee will be entitled to a minimum of two (2) days off, after having worked five (5) consecutive days. When a change in Patrol schedules results in more than five (5) consecutive days worked between the old and new schedules, the sixth and seventh days will be taken off. When mandated training is scheduled for the sixth day, the seventh and eighth days shall be taken off.

	S	S	
X X X X X	X X X O O	Scheduled	
	O O X O O	Will Work	

4. If at least ten (10) hours off is provided between changes from Squad to Squad, and no more than five (5) consecutive days work between the old and the new schedules, no intervening days off will be required. Changes between Squads will normally roll forward.

	S	S	
Squad 1	O O X X X	X X O O O	Squad 2
Squad 2	O O X X X	X X O O O	Squad 4

5. When changing from a Fire shift to a Patrol shift, where there is no intervening day off, the first scheduled work shift shall be taken off and the first scheduled day off shall be worked.

	S	S	
Fire to	F	X X X X O	Scheduled
Patrol	F	O X X X X	Will Work

6. When changing from a Patrol shift to a Fire shift where there is no intervening day off but at least 12 hours off between the last Patrol shift and the first Fire shift, 10 hours of overtime will be paid, and 14 hours of regular time will be paid for that first fire shift.

	S	S	
Patrol	X X X X X	F*O	10 Hours Overtime
to Fire			14 Hours Regular

Squad 1 off 1645 Saturday
Squad 2 off 1715

* When the change results in six consecutive shifts worked between old and new schedule.

	S	S	
	O O X X X X	F O	No Overtime

Squads 3, 4, 5, and 6 shall work the last available day off in the old schedule and take off the last work day in the old schedule.

Squad 3 off 2145 Saturday
Squad 4 off 0230 Sunday
Squad 5 off 0700 Sunday
Squad 6 off 0730 Sunday

	S	S	
	O O X X X	F O	Scheduled
	O X X X O	F O	Will Work

7. In the case of assignment changes to or from a regular five (5) day work schedule (non-shift), these same general rules apply.

CITY OF SUNNYVALE
and
SUNNYVALE PUBLIC SAFETY OFFICERS ASSOCIATION

MEMORANDUM OF UNDERSTANDING

July 1, 1997 – June 30, 2006

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